



Proposals are due by: Wednesday, July 20, 2023 at 5:00 pm (Local Time)



Section 1 – Request for Proposal

The City of Watsonville is inviting all interested and qualified professionals with proven experience in security and access control systems. The required services and performance conditions are described in the Scope of Work. This RFP may be awarded to one or multiple vendors for all or part of the RFP and agreements will be in place for five (5) years. Large projects will be a separate bid request from the awarded vendors of this RFP.

Authorization for performance of services by the selected firm under the basic agreement shall be in the form of written task assignments signed by the firm, executed and issued by the City. Each project shall be negotiated at the time of the development of the scope of work. Each task assignment shall describe the services required, state the commencement and completion date of work and establish the amount and method of payment. The task assignment will be issued under and incorporate the terms of a work order or any other similar arrangement agreed upon by the City and the consulting firm. The City makes no covenant or promise as to the number of available projects or that the firm will perform any project for the City during the life of the basic agreement.

Section 2 - Background

The City of Watsonville is a growing community in southern Santa Cruz County with a population of 52,590 according to the last census. Its central location nestled between the Monterey Bay and the Santa Cruz mountains, offers growing companies quick and easy highway access. Watsonville's location is topped only by its ideal climate and the rustic, small town charm of a close-knit rural community. Watsonville is a full-service city with its own Airport, Fire Department, Library, Landfill, Police Department, Solid Waste Collections, Water System and Wastewater Treatment Plant.

The City maintains the following buildings and facilities listed below. The facilities listed may or may not already have security cameras and access control systems. Each location will vary to the degree of maintenance or new installation required.

Airport

Fire Station #1
Fire Station #2
Landfill
Library Main Branch
Library Freedom Branch
City Hall
Civic Plaza Administration Building
Civic Plaza Parking Garage
Parks and Recreation Building

- Youth Center
- Senior Center
- 24 Parks

Police Department

- Substations

Municipal Services Center

- Administration
- Solid Waste Facility

Water Department

- Filter Plant
- Reservoirs
- Well Sites

Wastewater Treatment Plant West Beach St Parking Garage



Section 3 – Scope of Work

The City of Watsonville, California (hereinafter "City") requests proposals for the City's Municipal Facilities Security Systems. The Contractor's proposal will include but not be limited to the Design, Build, Installation, and maintenance of security cameras, access control systems, intrusion monitoring, and intercom systems for all city facilities.

The scope of services to be performed under the resulting contract includes, but is not limited to:

- Propose and Install new access control systems for various City facilities (with input from staff) that are compatible with the City's existing Hirsch by Identiv access control systems;
- Propose and Install specialty door strikes, hinges, electrified door crash bars, and other needed door hardware for the effective functioning of the City's access control systems;
- Propose and Install new ethernet and other low-voltage wiring for various City facilities as may be needed;
- Propose and Install new security camera systems for various City facilities (with input from staff) that are compatible with and can be integrated with existing or future Video Management Systems (VMS) in use by the City;

- Consulting services, both for the IT and Police Departments, on the retrieval and preservation of access control logs and/or security camera systems;
- Ability to procure and install the materials necessary for the completion of the projects mentioned above, or as may otherwise be necessary under this solicitation;
- Be conversant in the technical aspects of the work required and prepared to present resolutions or discuss alternative solutions with the IT Director or his designee.



Section 4 – Contents of Proposal

Two (2) copies of proposals and an electronic copy must include the following information in order to be considered:

- **1.** A general description of the firm, and the credentials and background of the principal and team members who will be working closely with the City.
- **2.** Which of the services below does your firm provide;
 - a. Badge access
 - **b.** CCTV cameras
 - c. Door hardware
 - **d.** Security control system for badge and camera
 - e. Intrusion hardware and monitoring
 - f. IP-based Intercom systems

- **3.** Please specify from the list below which technology the company supports. Indicate if you are an authorized partner or VAR.
 - a) Access Control: Identiv Velocity
 - **b)** Surveillance Cameras: Arecont Vision and Axis Communications
 - c) Video Management System (VMS): Exacq Technologies – exacq Visiond) Intrusion: Tyco DSC
 - d) Intrusion: Tyco DSC (Digital Security Controls)
 - e) Intercoms: Commend Intercom Systems
- 4. Copies of additional licenses held such as;
 - a. C-10 Electrical Contractor
 - **b**. C-7 Low Voltage Systems Contractor (if not C-10)
 - **c.** Current certification for Identiv Velocity 3.8+ Systems (required)
- **5.** Fees for service (breakdown for type of service as needed e.g., programming, installation, design, maintenance, management, etc.). Include any other additional expenses (travel, or probable out of pocket expenses). Additional expenses will not be allowed unless specified in the proposal. Costs must be unbundled and listed separately.
 - a) Regular business hour hourly fees (include business hours)
 - **b)** Outside/emergency hours hourly fees
 - c) Travel fees (if applicable)
 - **d)** Annual fee percentage increase (if applicable)
 - e) Warranties for products and services
- **6.** Response times
 - a) Regular business hours
 - **b)** Emergency hours
- **7.** A minimum of three related business references, including names, addresses, and phone numbers, plus a description of the type of work performed.



8. Consultant is required to comply with indemnification and insurance requirements as written on the attached sample contract.

The cost for preparing a proposal in response to the RFP is the responsibility of the Consultant.

Proposals are due by 5:00 pm Wednesday, July 20, 2023 emailed to brandon.gill@watsonville.gov



Section 5 – General Requirements and Information

The consultant selected pursuant to this request for proposal will be required to comply with the following requirements:

- **1.** A City of Watsonville business license All consultants must possess a City of Watsonville business license.
- 2. W-9



Section 6 - Selection Process

Evaluation Criteria: The City of Watsonville will evaluate the proposals based on the following criteria:

- **a)** Understanding of the scope of work to be performed
- **b)** Consultant's methods and procedures

- c) Response to the project objectives and scope outlined in this RFP
- **d)** Qualifications and experience as it relates to the scope of work in this RFP.
- **e)** References and satisfactory record of performance
- f) Sample of work
- g) Project Schedule
- h) Budget

City staff will review all submitted proposals to determine those Consultants that best meet the requirements of this RFP and the evaluation criteria listed above.

Scoring will be determined as follows:

Fees for service - 5pts Response Times - 10pts Licenses Held - 10pts Services provided - 25pts Technology Supported - 50pts

Total possible points - 100ptsw

All proposals submitted shall be valid for a minimum period of one-hundred and twenty (120) calendar days following the last date established for proposal submission. Proposals may be withdrawn on written request from the proposer at the address shown in this solicitation prior to the last date for proposal submission. Negligence on the part of the proposer in preparing the proposal confers no right of withdrawal after the time set for proposal submission.

It is the intent of the City to enter into a contract for services with the selected consultant no later than sixty (60) days of the last date established for proposal submission. The City reserves the right to reject any and all proposals. The final selection will not be based on the lowest-bid, but rather the best-value.

Selected consultant should have the ability to comply with the terms and conditions listed in Attachment A "Contract for Consultant Services"

Section 7 -

Acceptance/Rejection & Negotiation of Proposal

The City of Watsonville reserves the right to accept or reject any or all proposals, or select more than one firm to complete this work. After selection by the City, the contents of the submitted proposal will become a contractual obligation. Failure to agree to include the proposal as part of the contractual agreement will result in cancellation of the award.

The City of Watsonville reserves the right to negotiate a modification to, or accept any part of the proposal, and will not be obligated in any way to accept those parts that do not meet the approval of the City. Terms and conditions of the contract will be subject to the approval of the City Attorney. The proposal, draft report, and final report shall become the property of the City of Watsonville.

Section 8 – Selection Timetable The proposal phase schedule is as follows:

City releases RFP	June 21, 2023
Last day to submit questions	July 6, 2023
Proposals due	July 20, 2023 by 5pm
Award Contract	August 29, 2023







Section 9 – Questions

Questions regarding this RFP should be submitted in writing and directed to Brandon Gill, via e-mail at **brandon.gill@watsonville.gov**, no later than 5pm on July 6, 2023. As necessary, responses to questions will be issued via an addendum. The City of Watsonville reserves the right to reject any and all proposals. The City looks forward to your response to this Request for Proposals.

*PLEASE NOTE:

This RFP, subsequent addendums, and all attachments are available online at the City of Watsonville's website at **www.watsonville.gov**

Section 10 - Reservations

Additional information regarding RFP submittal, content, processes and procedures is listed below:

- 1) All proposals will become the property of the City of Watsonville and will not be returned to consultants. Consultants are advised that all documents submitted with their proposals are public records open to inspection without redaction and are directed to California Government Code Section 6250 (Public Records Act), which is available on the State Internet site (www.ca.gov).
- 2) The City of Watsonville reserves the right to reject any and all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel this Request for Proposal, in whole or in part, or decide to award a contract to perform only some of the services outlined in this Request For Proposal, without liability, obligation, or commitment to any party, Consultant, or organization.
- **3)** In addition, the City reserves the right to request and obtain additional information from any candidate submitting a proposal, and to negotiate the final scope of services with the selected consultant. The City is not liable for any costs incurred by consultants prior to the issuance of an agreement, contract, or purchase order. The costs of developing the proposals, oral presentations or any other such expenses incurred by the consultant in responding to the RFP are entirely the responsibility of the consultant and shall not be reimbursed in any manner by the City of Watsonville. No materials or labor will be furnished by the City.



- **4)** The City reserves the right to waive or permit cure of minor informalities and/or insignificant mistakes such as matters of form rather than substance and to conduct discussions and negotiations with any qualified respondent in any manner deemed necessary by the City to serve its best interests. The City also reserves the right, based on its sole judgment and discretion, to award a contract based upon the written proposals it receives without conducting discussions, interviews, or negotiations.
- **5)** If, in the opinion of the City, a proposal contains false or misleading statements or references, it may be rejected.
- 6) The City reserves the right to obtain written clarification of any point in a consultant's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Consultant to respond to such a request for additional information or clarification may result in rejection of the Consultant's proposal.
- **7)** Failure to comply with these instructions, and the other specific provisions of the RFP, may result in the Consultant's proposal not being reviewed.
- **8)** City of Watsonville reserves the right, without qualification, to select a Consultant for further discussions based solely on the content of the RFPs and relevant information obtained from others concerning the respondent's respective records of past performance.

- **9)** The consultant's proposal shall not be made contingent upon uncertain events, which shall not have occurred until after the RFP is completed.
- 10) In the event that it becomes necessary to revise any part of this RFP due to inquiries raised, an email notifying an addendum, supplement or amendment to this RFP will be provided to consultants who received an original invitation to bid via email OR responded to us with their contact information as described on the cover letter of this RFP. Changes to the RFP shall be accomplished by an amended page or pages.

CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF WATSONVILLE AND [ADD NAME]

THIS CONTRACT, is made and entered into this	, by and		
between the City of Watsonville, a municipal corporation, hereinafter ca	alled "City," and		
, hereinafter called "Consultant."			

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

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THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT.			
	The term of this Contract shall be from	, 20	
to	, 20, inclusive.		

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION.

The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Except as otherwise provided in Exhibit "C," each month, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding month. Such statement shall also include a detailed record of the month's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT.

It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees, against any loss or liability arising out of or resulting in any way from work performed

under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

SECTION 9. INSURANCE.

- A. Errors and Omissions Insurance. Consultant shall obtain and maintain in full force throughout the term of this Contract a professional liability insurance policy (Errors and Omissions), in a company authorized to issue such insurance in the State of California, with limits of liability of not less than One Million Dollars (\$1,000,000.00) to cover all professional services rendered pursuant to this Contract.
- B. Auto and Commercial General Liability Insurance. Consultant shall also maintain in full force and effect for the term of this Contract, automobile insurance and commercial general liability insurance with an insurance carrier satisfactory to City, which insurance shall include protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from any actual occurrence arising out of the performance of this Contract. The amounts of insurance shall not be less than the following:
- (1) Commercial general liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, such limit shall apply separately to each project Consultant performs for City. Such insurance shall (a) name City, its appointed and elected officials, and its employees as insureds; and (b) be primary with respect to insurance or self-insurance programs maintained by City and (c) contain standard separation of insured's provisions.
- (2) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation Insurance. In accordance with the provisions of Section 3700 of the Labor Code, Consultant shall be insured against liability for Workers' Compensation or undertake self-insurance. Consultant agrees to comply with such provisions before commencing performance of any work under this Contract.
- D. Proof of Insurance to City before Notice to Proceed to Work. Consultant shall satisfactorily provide certificates and endorsements of insurance to the City Clerk before Notice to Proceed to Work of this Contract will be issued. Certificates and policies shall state that the policy shall not be canceled or reduced in coverage without thirty (30) days written notice to City. Approval of insurance by City shall not relieve or decrease the extent to which Consultant may be held responsible for payment of damages resulting from services or operations performed pursuant to this Contract. Consultant shall not perform any work under this Contract until Consultant has obtained the required insurance and until the required certificates have been submitted to the City and approved by the City Attorney. If Consultant fails or refuses to produce or maintain the insurance required by these provisions, or fails or refuses to furnish City required proof that insurance has been procured and is in force and paid for, City shall have the right at City's election to forthwith terminate this Contract immediately without

any financial or contractual obligation to the City. As a result of such termination, the City reserves the right to employ another consultant to complete the project.

E. Written notice. Contractor shall provide immediate written notice if (1) any insurance policy required by this Contract is terminated; (2) any policy limit is reduced; (3) or any deductible or self insured retention is increased.

SECTION 10. NON-DISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

- A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.
- B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.
- C. The City Manager is empowered to terminate this Contract on behalf of City.
- D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Watsonville business license during the term of this Contract.

SECTION 13. GOVERNING LAW.

City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Santa Cruz.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.

This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed

to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES.

The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER.

Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

- A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.
- B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS.

Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

CONSULTANT

City Clerk 275 Main Street, Suite 400 Watsonville, CA 95076 (831) 768-3040

[add information]

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services

Exhibit B: Schedule of Performance

Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

> **CITY CONSULTANT**

CITY OF WATSONVILLE

BY Rene Mendez, City Manager	BY [Name, Title]
ATTEST:	
BY	
Irwin I. Ortiz, City Clerk	
APPROVED AS TO FORM:	
ВУ	

Samantha W. Zutler, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

EXHIBIT "B"

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed in accordance with the following schedule:

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

c. Payment Request. Consultant shall submit a request for payment for services on a monthly basis by letter to Director, or said Director's designated representative. Such request for payment shall cover the preceding monthly period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.